

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On June 29, 2006, I caused to be served the documents listed below upon the parties listed on Exhibit A hereto via overnight mail:

- 1) Notice of Cure Amount with Respect to Executory Contract or unexpired Lease to be Assumed and/or Assigned, and customized exhibit (Docket No. 4415) [a copy of which is attached hereto as Exhibit B]
- 2) Notice of Assumption and/or Assignment of Executory Contract or Unexpired Lease, and customized exhibit (Docket No. 4416) [a copy of which is attached hereto as Exhibit C]

On June 29, 2006, I caused to be served the document listed below upon the parties listed on Exhibit D hereto via overnight mail:

- 3) Amended Notice of Cure Amount with Respect to Executory Contract or unexpired Lease to be Assumed and/or Assigned, and customized exhibit (Docket No. 4415) [a copy of which is attached hereto as Exhibit E]

On June 29, 2006, I caused to be served the document listed below upon the parties listed on Exhibit F hereto via overnight mail:

- 4) Notice of Sale of Certain Assets at Auction [a copy of which is attached hereto as Exhibit G]

Dated: July 5, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Sarah Elizabeth Frankel

Commission Expires: 12/23/08

EXHIBIT A

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Aggreement	Cure Amount
MSI	Attn: Michael D. Sides	President	30 McCormick Way	Lincoln University	PA	19352	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI	\$0.00
Otel Telecom	Attn: Otto White	300 - 74th Avenue NE		St. Petersburg	FL	33702-5430	Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom	\$0.00
Auto Page Unlimited Inc.	Attn: Brian Schulze	370 E. Irving Park Road		Wood Dale	IL	60191	Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.	\$0.00
Absolute Wireless Inc.	Attn: Oscar Castano	26250 Industrial Boulevard	Suite 50	Hayward	CA	94545	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.	\$0.00
Janus Logistics		85 Orchard Valley Drive		Cranston	RI	02921	Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics	\$0.00
Bridgetown Communications		3923 28th Street, Ste. 184		Grand Rapids	MI	49512	Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.	\$0.00
Bridgetown Communications		3923 28th Street, Ste. 184		Grand Rapids	MI	49512	Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006	\$0.00
PHH Vehicle Management Services, LLC (PHH Aral)	Attn: David J. Coleman	940 Ridgebrook Road		Sparks	MD	21152-9390	Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC	\$0.00
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village		Sunnyvale	CA	94086	Remedy Invoice Number CMG121272 dated August 9, 2005	\$0.00
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village		Sunnyvale	CA	94086	Remedy Invoice Number CMG121524 dated February 17, 2006	\$0.00
CMANGO, Inc.		1300 Crittenden Lane #200		Mountain View	CA	94043	WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006	\$0.00
R Systems, Inc.		5000 Windplay Drive	Suite 5	El Dorado Hills	CA	95762	Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.	\$0.00
QWest Interprise Networking	Attn: Manager	Department 047	Contract No. CPE147845516ABA	Denver	CO	80271	QWest Interprise Networking Invoice # 30122677 dated November 17, 2005	\$0.00
DHL Danzas		14076 Collections Center Drive		Chicago	IL	60693	Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006	\$0.00
DHL Danzas		14076 Collections Center Drive		Chicago	IL	60693	Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006	\$0.00
Clint Suson		57A Boardman		San Francisco	CA	94103	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.	\$0.00
Mr. Raul Reyes		1675 McGiness Ave.		San Jose	CA	95127	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006	\$0.00
Carmell LaVett Oliver		3015 Clear Coast Ct.		Vallejo	CA	94591	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006	\$0.00
BMC Software Distribution, Inc.		PO Box 201040		Houston	TX	77216-0001	BMC Software Invoice Number 6226052 and dated June 14, 2006 for Remedy Software	\$0.00
BMC Software Distribution, Inc.		PO Box 201040		Houston	TX	77216-0001	Remedy Software Contract Number 52856	\$0.00
Consortium Executive Search, Inc.	Chuck LeVerve	1875 South Bascam 116-213		Campbell	CA	95008	Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.	\$0.00
Orbcomm		2115 Linwood Avenue	Suite 100	Fort Lee	NJ	07024	Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006.	\$0.00
Orbcomm		21700 Atlantic Boulevard		Dulles	VA	20166	Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006.	\$0.00

EXHIBIT B

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND/OR ASSIGNED

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") hereby provides notice (the "Notice") of its intent to assume and/or assign the executory contract or unexpired lease (the "Assigned Contract") listed on Exhibit 1 hereto to the Successful Bidder with respect to MobileAria's assets. Capitalized terms used but not otherwise defined in this notice shall have the meaning ascribed to them in the Bidding Procedures Order.

2. On the Closing Date, or as soon thereafter as reasonably practicable, MobileAria will pay the amount MobileAria's records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit 1 (the "Cure Amount"). MobileAria's records reflect that all postpetition amounts owing under the Assigned Contract have been paid and will continue to be paid until the assumption and/or assignment of the Assigned Contract and that, other than the Cure Amount, there are no other defaults under the Assigned Contract.

3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York,

One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that it is actually received within ten days of service of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the Cure Amount is timely filed, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of MobileAria until after the Closing Date.

5. If no objection is timely received, the Cure Amount set forth in Exhibit 1, hereto, shall be controlling, notwithstanding anything to the contrary in any Assigned Contract or any other document, and the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claims against the Debtors, the Purchaser, or the Successful Bidder (as appropriate), or the property of either of them, as to such Assigned Contract. The failure of any objecting person or entity to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or MobileAria's consummation and performance of the Agreement (including the transfer of the Assets and the Assigned Contracts free and clear of all Interests), if authorized by the Court.

6. Prior to the Closing Date, MobileAria may amend its decision with respect to the assumption and/or assignment of the Assigned Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT 1

MSI
Attn: Michael D. Sides
President
30 McCormick Way
Lincoln University PA 19352

Contract to be assumed:	Cure amount:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI	\$0.00

EXHIBIT 1

Otel Telecom
Attn: Otto White
300 - 74th Avenue NE
St. Petersburg FL 33702-5430

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom	\$0.00

EXHIBIT 1

Auto Page Unlimited Inc.
Attn: Brian Schulze
370 E. Irving Park Road
Wood Dale IL 60191

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.	\$0.00

EXHIBIT 1

Absolute Wireless Inc.
Attn: Oscar Castano
26250 Industrial Boulevard
Suite 50
Hayward CA 94545

Contract to be assumed:	Cure amount:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.	\$0.00

EXHIBIT 1

Janus Logistics
85 Orchard Valley Drive
Cranston RI 02921

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics	\$0.00

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.	\$0.00

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:	Cure amount:
Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006	\$0.00

EXHIBIT 1

PHH Vehicle Management Services, LLC (PHH Aral)
Attn: David J. Coleman
940 Ridgebrook Road
Sparks MD 21152-9390

Contract to be assumed:	Cure amount:
Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC	\$0.00

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:	Cure amount:
Remedy Invoice Number CMG121272 dated August 9, 2005	\$0.00

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:	Cure amount:
Remedy Invoice Number CMG121524 dated February 17, 2006	\$0.00

EXHIBIT 1

CMANGO, Inc.
1300 Crittenden Lane #200
Mountain View CA 94043

Contract to be assumed:	Cure amount:
WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006	\$0.00

EXHIBIT 1

R Systems, Inc.
5000 Windplay Drive
Suite 5
El Dorado Hills CA 95762

Contract to be assumed:	Cure amount:
Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.	\$0.00

EXHIBIT 1

QWest Interprise Networking
Attn: Manager
Department 047
Contract No. CPE147845516ABA
Denver CO 80271

Contract to be assumed:	Cure amount:
QWest Interprise Networking Invoice # 30122677 dated November 17, 2005	\$0.00

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:	Cure amount:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006	\$0.00

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:	Cure amount:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006	\$0.00

EXHIBIT 1

Clint Suson
57A Boardman
San Francisco CA 94103

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.	\$0.00

EXHIBIT 1

Mr. Raul Reyes
1675 McGinness Ave.
San Jose CA 95127

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006	\$0.00

EXHIBIT 1

Carmell LaVett Oliver
3015 Clear Coast Ct.
Vallejo CA 94591

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006	\$0.00

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:	Cure amount:
BMC Software Invoice Number 6226052 and dated June 14, 2006 for Remedy Software	\$0.00

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:	Cure amount:
Remedy Software Contract Number 52856	\$0.00

EXHIBIT 1

Consortium Executive Search, Inc.
Chuck LeVerve
1875 South Bascam 116-213
Campbell CA 95008

Contract to be assumed:	Cure amount:
Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.	\$0.00

EXHIBIT 1

Orbcomm
2115 Linwood Avenue
Suite 100
Fort Lee NJ 07024

Contract to be assumed:	Cure amount:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..	\$0.00

EXHIBIT 1

Orbcomm
21700 Atlantic Boulevard
Dulles VA 20166

Contract to be assumed:	Cure amount:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..	\$0.00

EXHIBIT C

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
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NOTICE OF ASSUMPTION AND/OR ASSIGNMENT
OF EXECUTORY CONTRACT OR UNEXPIRED LEASE

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") has entered into an Asset Sale and Purchase Agreement ("Agreement"), which Agreement is subject to an overbid auction, with Wireless Matrix USA, Inc. (the "Purchaser") for the purchase of substantially all of MobileAria's assets (the "Assets"). Capitalized terms used but not otherwise defined in this notice (the "Notice") shall have the meaning ascribed to them in the Bidding Procedures Order.

2. Pursuant to the terms of the Agreement and subject to completion of a competitive bidding process described in the Bidding Procedures Order and the attachments thereto, MobileAria will seek to assume and/or assign the contracts listed on Exhibit 1 hereto (the "Assigned Contracts") at the hearing to be held at 10:00 a.m. (Prevailing Eastern Time) on July 19, 2006 (the "Sale Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

3. Objections, if any, to the assumption and/or assignment of an Assigned Contract must (a) be in writing, (b) state with specificity the reasons for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (d) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) be submitted in hard-

copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (f) be served in hard-copy form so it is actually received within ten days after the date of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the assumption and/or assignment of an Assigned Contract is timely filed, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at the Sale Hearing or such date and time as the Court may schedule. If no

objection is timely received, the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assigned Contract, against the Debtors or the Purchaser, or the property of either of them, as to such Assigned Contract.

5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the Cure Amount set forth in the Cure Notice shall be paid in accordance with the terms of the Sale Order. Further, there is adequate assurance of the Purchaser's future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Purchaser.

6. Prior to the Closing Date, MobileAria may amend its decision with respect to the assumption and/or assignment of any Assigned Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT 1

MSI
Attn: Michael D. Sides
President
30 McCormick Way
Lincoln University PA 19352

Contract to be assumed:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI

EXHIBIT 1

Otel Telecom
Attn: Otto White
300 - 74th Avenue NE
St. Petersburg FL 33702-5430

Contract to be assumed:
Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom

EXHIBIT 1

Auto Page Unlimited Inc.
Attn: Brian Schulze
370 E. Irving Park Road
Wood Dale IL 60191

Contract to be assumed:
Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.

EXHIBIT 1

Absolute Wireless Inc.
Attn: Oscar Castano
26250 Industrial Boulevard
Suite 50
Hayward CA 94545

Contract to be assumed:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.

EXHIBIT 1

Janus Logistics
85 Orchard Valley Drive
Cranston RI 02921

Contract to be assumed:
Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:
Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:
Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006

EXHIBIT 1

PHH Vehicle Management Services, LLC (PHH Aral)
Attn: David J. Coleman
940 Ridgebrook Road
Sparks MD 21152-9390

Contract to be assumed:
Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:
Remedy Invoice Number CMG121272 dated August 9, 2005

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:
Remedy Invoice Number CMG121524 dated February 17, 2006

EXHIBIT 1

CMANGO, Inc.
1300 Crittenden Lane #200
Mountain View CA 94043

Contract to be assumed:
WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006

EXHIBIT 1

R Systems, Inc.
5000 Windplay Drive
Suite 5
El Dorado Hills CA 95762

Contract to be assumed:
Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.

EXHIBIT 1

QWest Interprise Networking
Attn: Manager
Department 047
Contract No. CPE147845516ABA
Denver CO 80271

Contract to be assumed:
QWest Interprise Networking Invoice # 30122677 dated November 17, 2005

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006

EXHIBIT 1

Clint Suson
57A Boardman
San Francisco CA 94103

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.

EXHIBIT 1

Mr. Raul Reyes
1675 McGinness Ave.
San Jose CA 95127

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006

EXHIBIT 1

Carmell LaVett Oliver
3015 Clear Coast Ct.
Vallejo CA 94591

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:
BMC Software Invoice Number 6226052 and dated June 14, 2006 for Remedy Software

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:
Remedy Software Contract Number 52856

EXHIBIT 1

Consortium Executive Search, Inc.
Chuck LeVerve
1875 South Bascom 116-213
Campbell CA 95008

Contract to be assumed:
Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.

EXHIBIT 1

Orbcomm
2115 Linwood Avenue
Suite 100
Fort Lee NJ 07024

Contract to be assumed:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..

EXHIBIT 1

Orbcomm
21700 Atlantic Boulevard
Dulles VA 20166

Contract to be assumed:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..

EXHIBIT D

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Aggreement	Cure Amount
Cross Country Global ITS Services, Corp.		1 Cabot Road		Medford	MA	02155	Emergency Call Center Services Agreement effective February 1, 2006 by and between MobileAria, Inc. and Cross Country Global ITS Services, Corp.	\$0.00

EXHIBIT E

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
-----	X	

AMENDED NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND/OR ASSIGNED

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") hereby provides notice (the "Notice") of its intent to assume and/or assign the executory contract or unexpired lease (the "Assigned Contract") listed on Exhibit 1 hereto to the Successful Bidder with respect to MobileAria's assets. Capitalized terms used but not otherwise defined in this notice shall have the meaning ascribed to them in the Bidding Procedures Order.

2. On the Closing Date, or as soon thereafter as reasonably practicable, MobileAria will pay the amount MobileAria's records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit 1 (the "Cure Amount"). MobileAria's records reflect that all postpetition amounts owing under the Assigned Contract have been paid and will continue to be paid until the assumption and/or assignment of the Assigned Contract and that, other than the Cure Amount, there are no other defaults under the Assigned Contract.

3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York,

One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that it is actually received within ten days of service of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the Cure Amount is timely filed, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of MobileAria until after the Closing Date.

5. If no objection is timely received, the Cure Amount set forth in Exhibit 1, hereto, shall be controlling, notwithstanding anything to the contrary in any Assigned Contract or any other document, and the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claims against the Debtors, the Purchaser, or the Successful Bidder (as appropriate), or the property of either of them, as to such Assigned Contract. The failure of any objecting person or entity to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or MobileAria's consummation and performance of the Agreement (including the transfer of the Assets and the Assigned Contracts free and clear of all Interests), if authorized by the Court.

6. Prior to the Closing Date, MobileAria may amend its decision with respect to the assumption and/or assignment of the Assigned Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT 1

Cross Country Global ITS Services, Corp.
1 Cabot Road
Medford MA 02155

Contract to be assumed:	Cure amount:
Emergency Call Center Services Agreement effective February 1, 2006 by and between MobileAria, Inc. and Cross Country Global ITS Services, Corp.	\$0.00

EXHIBIT F

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Agreement	Cure Amount
MSI	Attn: Michael D. Sides	President	30 McCormick Way	Lincoln University	PA	19352	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI	\$0.00
Otel Telecom	Attn: Otto White	300 - 74th Avenue NE		St. Petersburg	FL	33702-5430	Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom	\$0.00
Auto Page Unlimited Inc.	Attn: Brian Schulze	370 E. Irving Park Road		Wood Dale	IL	60191	Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.	\$0.00
Absolute Wireless Inc.	Attn: Oscar Castano	26250 Industrial Boulevard	Suite 50	Hayward	CA	94545	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.	\$0.00
Janus Logistics		85 Orchard Valley Drive		Cranston	RI	02921	Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics	\$0.00
Bridgetown Communications		3923 28th Street, Ste. 184		Grand Rapids	MI	49512	Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.	\$0.00
Bridgetown Communications		3923 28th Street, Ste. 184		Grand Rapids	MI	49512	Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006	\$0.00
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village		Sunnyvale	CA	94086	Remedy Invoice Number CMG121272 dated August 9, 2005	\$0.00
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village		Sunnyvale	CA	94086	Remedy Invoice Number CMG121524 dated February 17, 2006	\$0.00
CMANGO, Inc.		1300 Crittenden Lane #200		Mountain View	CA	94043	WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006	\$0.00
QWest Interprise Networking	Attn: Manager	Department 047	Contract No. CPE147845516ABA	Denver	CO	80271	QWest Interprise Networking Invoice # 30122677 dated November 17, 2005	\$0.00
DHL Danzas		14076 Collections Center Drive		Chicago	IL	60693	Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006	\$0.00
DHL Danzas		14076 Collections Center Drive		Chicago	IL	60693	Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006	\$0.00
BMC Software Distribution, Inc.		PO Box 201040		Houston	TX	77216-0001	Remedy Software Contract Number 52856	\$0.00
Consortium Executive Search, Inc.	Chuck LeVerve	1875 South Bascam 116-213		Campbell	CA	95008	Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.	\$0.00

EXHIBIT G

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF SALE OF CERTAIN ASSETS AT AUCTION

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York

(the "Bankruptcy Court") on June 22, 2006, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") are offering for sale the assets (the "Assets") of MobileAria, Inc. ("MobileAria"). Capitalized terms used but not otherwise defined in this notice shall have the meanings ascribed to them in the Bidding Procedures.

2. All interested parties are invited to make an offer to purchase the Assets in accordance with the terms and conditions approved by the Bankruptcy Court (the "Bidding Procedures"). Pursuant to the Bidding Procedures, the Debtors may conduct an auction for the Assets (the "Auction") beginning at 10:00 a.m. on July 6, 2006 at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York.

3. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order. A copy of the Bidding Procedures is attached hereto as Exhibit 1.

4. The Debtors have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing. Notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of a bid by a Qualified Bidder, the Good Faith Deposits of all bidders will be retained by the Debtors, and all bids will remain open, until the earlier of 48 hours after the closing of the sale of the Assets or August 31, 2006 (the "Return Date"); provided, however, that if the Debtors determine not to sell the Assets, the Good Faith Deposits of all Qualified Bidders will be returned by the Debtors within 48 hours of the Auction. Upon failure to consummate the sale of the Assets because of a breach or failure on the part of the Successful Bidder, the Debtors may select in their business judgment the next highest or otherwise best Qualified Bid to be the Successful Bid without further order of the Court. On the Return Date, the Seller will return the Good Faith Deposits of all Qualified Bidders, except the Successful Bidders, with accrued interest.

5. The Debtors may: (a) determine, in their business judgment, which Qualified Bid is the highest or otherwise best offer and (b) reject at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid any bid which, in the Debtors' sole discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of sale, or (iii) contrary to the best interests of the Debtors, its estate, and its creditors.

6. A hearing to approve the Sale of the Assets to the highest and best bidder will be held on July 19, 2006 at 10:00 a.m. (Prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, before the Honorable Robert D. Drain, United States Bankruptcy Judge. The hearing on the Sale may be adjourned without notice other than an adjournment in open court.

7. Objections, if any, to the proposed Sale must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served in hard-copy form upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii)

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, CA 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so that it is **actually received** no later than **4:00 p.m. (Prevailing Eastern Time) on July 14, 2006.**

8. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: June 23, 2006

BY ORDER OF THE COURT

John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
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- and -

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SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession